

1 Timothy Harris
2 4005 Cherokee Rose Ave.
3 North Las Vegas, NV 89031
4 702-371-3658
5 Extremeps1@cox.net
6 Plaintiff, Pro se'

7
8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE DISTRICT OF NEVADA
10

11 Timothy Harris, Pro se'

12 Plaintiff(s),

CASE NO. 2:11-cv-01490-RCJ-CWH

13 -vs-

14 Crisis Collections Management, LLC; Ford
15 Credit dba Ford Motor Credit Company; and
16 Does 1 – 10,

17 Defendant(s).
18

19 **PLAINTIFF'S REVISED COMPLAINT IN RESPONSE TO DEFENDANT'S MOTION**
20 **TO DISMISS OR IN THE ALTERNATIVE A MOTION FOR A MORE DEFINITE**
21 **STATEMENT**

22 Comes now the Plaintiff Timothy Harris with this revised copy of Plaintiff's complaint in
23 response to Defendant's motion for a more definite statement. The revision is based on all the
24 files on record plus this revision and any oral argument the court may allow.

25 This complaint is based on the Fair Credit Reporting Act 15 U.S.C. § 1681 et seq.
26 (FCRA) and the Fair Debt Collection Practices Act 15 U.S.C. §1692 et seq. (FDCPA)

27 At all times hereinafter mentioned, The Plaintiff is a resident of Clark County, State of Nevada.

28 From here forward Timothy Harris, will be known as the Plaintiff.

///

///

///

1. **JURISDICTION AND VENUE**

Jurisdiction of this court arises pursuant to 15 U.S.C. §1681(p) and 15 U.S.C. §1692k(d) and which states that such actions may be brought and heard before “any appropriate United States district court without regard to the amount in controversy.”

The Defendant, Crisis Collections Management, LLC, is a third party debt collector who conducts business in the state of Nevada and is located at 140 Washington St., Suite 200, P.O. Box 3479, Reno, Nevada 89505-3479, as such is governed under the Fair Debt Collection Practices Act 15 U.S.C. §1692 et seq.(FDCPA). From here forward, Crisis Collections Management, LLC will be known as Defendant.

Plaintiff brings this action to the fact as to how an alleged account was or was not validated and whether or not continued collection activities and wrongful actions without providing proof of an alleged account to the Plaintiff occurred in the attempted collection of the alleged account, violated the civil rights of the Plaintiff and the law as outlined in the Fair Debt Collection Practices Act 15 U.S.C. §1692 et seq.

The Co-Defendant, Ford Credit, dba Ford Motor Credit Company conducts business in the state of Nevada and is headquartered at One American Road, Dearborn, Michigan 48216 and is licensed to do business in the State of Nevada, as such is governed under the law by the Fair Credit Reporting Act 15 U.S.C. § 1681 et seq. From here forward Ford Motor Company will be known as Co-Defendant.

The Co-Defendant, is a Credit Lender and furnisher of information to the credit reporting agencies. As such, the Co-Defendant is governed under the law by The Fair Credit Reporting Act 15 USC §1681 et seq. and also reports these accounts to the national credit reporting agencies i.e. Trans Union, Equifax, Experian and Innovis, hereafter known as the CRA's. The State of Nevada abides by and adheres to these laws. Specifically the Fair Credit Reporting Act 15 USC §1681, et seq.

///

1 The Plaintiff brings this action to the fact as to how an alleged account was or was not
2 reported correctly and reported erroneous and inaccurate information in the Plaintiffs Credit
3 reports and failed to provide proof of the alleged account. Also the wrongful actions of the Co-
4 Defendant in the credit reporting of the alleged account, violated the civil rights of the Plaintiff
5 and the law as outlined in the Fair Credit Reporting Act 15 USC §1681, et seq. and the Fair Debt
6 Collection Practices Act 15 U.S.C. §1692 et seq.

7 **2. PRELIMINARY STATEMENT**

8 Plaintiff brings this action for damages based upon Defendant's violations of the Fair
9 Debt Collection Practices Act 15 U.S.C. §1681, et seq. Continued collection activity without
10 providing proof of an alleged account, overshadowing collection activity without providing proof
11 of an alleged account, and failure to provide proof of the alleged account.

12 Plaintiff brings this action for damages based upon Co-Defendant's violations of the
13 Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"). Reporting erroneous and inaccurate
14 information in the Plaintiffs' Credit Report, for failure to mark Plaintiffs' accounts with the
15 CRA's in dispute, and for willful and negligent non-compliance.

16 Co-Defendant is a furnisher of information as contemplated by FCRA section 1681s-2(a)
17 & (b), (n) & (o) that regularly and in the ordinary course of business furnishes information to one
18 or more consumer reporting agencies about consumer transactions or experiences with any
19 consumer.
20

21 **3. INTRODUCTION FOR CAUSE OF ACTION AGAINST DEFENDANT**

22 On or about July 15th, 2011 the Defendant contacted the Plaintiff via US Mail with a
23 notice of an alleged debt that was owed (see exhibit PE-THFMC-001). The Plaintiff does not
24 know the Defendant nor has the Plaintiff ever done any business with the Defendant. On or
25 about July 28th, 2011, the Plaintiff sent a letter of Validation, according to the FDCPA, to the
26 Defendant via certified US Mail #7010 2780 0000 5438 4193 (see Exhibit PE-THFMC-002)
27 which the Defendant received on August 1st, 2011. To date the Defendant has failed to provide
28

1 legal validation of any alleged debt. As the Defendant has admitted they are a debt collector, so
2 the Defendant should know that contracts, cancelled checks, accounting statements and so on are
3 not proper, legal validation of debts. The only legal validation of debt is **presentment of the**
4 **account and general ledger statement signed and dated by the party responsible for**
5 **maintaining the account under penalty of perjury** see Pacific Concrete F.C.U, v, Kauanoe, 62
6 Haw. 334, 614 P.2d 936 (1980); GE Cap/fa/ Hawaii, Inc. v. Yonenaka, 25 P.3d 807, 96 Hawaii
7 32 (Hawaii App 2001); Fooks v. Norwich Housing Authority, 28 Conn. L. Rptr. 371, (Conn.
8 Super.2000); Town of Brookfield v. Candlewood Shores Estates, Inc., 513 A.2d 1218, 201 Conn.
9 1 (1986); and Solaon v. Godbole, 163 Ill. App. 3d 845, 114 Ill. Dec. 890, 515 N.E. 2d 1045 (3rd
10 Dist 1987). This being the case, the Defendant has committed fraud upon the consumer in their
11 attempt to collect on an un-validated debt.

12
13 The Defendant has performed continued collection activity by sending a 2nd letter on
14 August 4th, 2011 (**see Exhibit PE-THFMC-003**) demanding payment even though the
15 Defendant has not provided any proper, legal proof of any alleged debt or alleged account. This
16 was done while the Plaintiff was still within his 30-day validation period as allowed by the
17 FDCPA.

18 The Defendant has again continued their collection activity and overshadowed their
19 collection activity by filing suit against the Plaintiff in the North Las Vegas Justice Court and by
20 sending a letter with the summons of that suit (**see Exhibit PE-THFMC-004**) stating to "Call
21 them" to discuss settlement all while the Defendant was still within the 30-day validation period
22 allowed by the FDCPA. This letter states that their client is willing to offer a discounted lump
23 sum offer in order to settle even though the accounting statement used as evidence, which is
24 **NOT LEGAL** validation of debt, shows a zero balance and that the debt had been charged off.

25
26 ///

27 ///

28 ///

4. **DEFENDANT VIOLATIONS OF THE FDCPA**

Count I against the Defendant Under FDCPA

Failure to validate the alleged debt/account:

§ 809. Validation of debts 15 USC 1692g

(a) Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

(1) the amount of the debt;

(2) the name of the creditor to whom the debt is owed;

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

(5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall **cease collection** of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt

collector. Collection activities and communications that do not otherwise violate this title may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period **may not overshadow** or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

(c) The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.

(d) A communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a).

WHEREFORE, the Plaintiff has shown that once contacted by the Defendant the Plaintiff did send a letter requesting validation of the alleged debt to the Defendant. The Defendant has failed to validate any alleged debt that the Defendant is trying to collect on and therefore has violated the Plaintiff's civil rights and the FDCPA.

Failure to validate the alleged debt/account:

§ 809. Validation of debts 15 USC 1692g

Plaintiff demands Judgment in the amount of \$1,000.00

Count II against the Defendant Under FDCPA

Continued collection activity and overshadowing:

§ 809. Validation of debts 15 USC 1692g

A second letter was sent on August 4th, 2011 in response to Plaintiff's validation letter, demanding payment without proper, legal proof of any alleged debt. Only a copy of a contract and some sort of statements were given as proof.

The Defendant has overshadowed this collection activity by again telling the Plaintiff, "Should you wish to resolve this matter, please contact me." asking for Plaintiff to contact the

1 Defendant even though there has been no validation of the alleged debt while the Plaintiff is still
2 within his 30-day validation period. The Defendant has continued their collection activity and
3 also overshadowed that activity by demanding payment and telling the Plaintiff to contact them
4 even though the 30-day validation period had not expired and even though the Defendant had not
5 offered any legal proof of the alleged account. (see Exhibit PE-THFMC-003)

6 **Continued collection activity and overshadowing:**

7 **In violation of § 809. Validation of debts 15 USC 1692g**

8 Plaintiff demands Judgment in the amount of \$2,000.00

9 **Count III against the Defendant Under FDCPA**

10 **Continued collection activity and overshadowing:**

11 **In violation of § 809. Validation of debts 15 USC 1692g**

12 By filing suit in the North Las Vegas Justice Court on August 26th, 2011, while the
13 Plaintiff was still within his 30-day validation period the Defendant has again continued their
14 collection activity without any proper, legal proof of any alleged debt or alleged account.

15 The Defendant has further overshadowed their collection activity again by sending a
16 letter with notice of the suit in the local court. In this letter the Defendant again tells the Plaintiff
17 that if he "wishes to resolve this matter without further litigation to call him." The Defendant
18 also states in their letter that, "their client has given them permission to make offers of multiple
19 ways to settle this alleged debt but that the offers may expire or be withdrawn by their clients."
20 These statements in conjunction with the filing of a lower court case at the same time can only be
21 seen as a way to try and threaten and intimidate the Plaintiff into paying the Defendant, all while
22 the Plaintiff is still within his 30-day validation period. These acts are blatant and willfull
23 violations of the FDCPA. (see Exhibit PE-THFMC-004)

24 **Continued collection activity and overshadowing:**

25 **In violation of § 809. Validation of debts 15 USC**

26 Plaintiff demands Judgment in the amount of \$2,000.00
27
28

1 WHEREFORE, The Defendant has violated the FDCPA and the Plaintiffs rights under the law.
2
3 Plaintiff has disputed and asked for validation of the alleged account with the Defendant in a
4 timely manner as required under FDCPA.

5 **§ 813. Civil liability 15 USC 1692i**

6 (a) Except as otherwise provided by this section, any debt collector who **fails to comply with**
7 **any** provision of this title with respect to any person is liable to such person in an amount equal
8 to the sum of (1) any actual damage sustained by such person as a result of such failure;

9 (2) (A) in the case of any action by an individual, such additional damages as the court may
10 allow, but not exceeding \$1,000; or

11 (B) in the case of a class action,

12 (i) such amount for each named plaintiff as could be recovered under subparagraph (A), and

13 (ii) such amount as the court may allow for all other class members, without regard to a
14 minimum individual recovery, not to exceed the lesser of \$500,000 or 1 per centum of the net
15 worth of the debt collector; and

16
17 (3) in the case of any successful action to enforce the foregoing liability, the costs of the action,
18 together with a reasonable attorney's fee as determined by the court. On a finding by the court
19 that an action under this section was brought in bad faith and for the purpose of harassment, the
20 court may award to the defendant attorney's fees reasonable in relation to the work expended and
21 costs.

22 The Defendant has damaged the Plaintiff both monetarily and emotionally. Plaintiff
23 demands judgment for punitive damages of \$50,000.00 along with \$5,000.00 for their violations
24 of FDCPA and any other damages the court deems permissible along with reasonable attorney's
25 fees as allowed by this court.
26

27 ///

28 ///

4. INTRODUCTION FOR CAUSE OF ACTION AGAINST CO-DEFENDANT

On or about June 1st, 2010 the Plaintiff requested copies of his credit report from the three national credit reporting agencies Trans Union, Experian and Equifax. Upon review the Plaintiff found that the Co-Defendant was reporting erroneous, inaccurate and derogatory information in the plaintiff's credit reports. Upon inspection of the said credit reports the Plaintiff observed that Co-Defendant listed on the Plaintiffs Experian, Equifax and Trans Union credit report indicating an account with them.

The Plaintiff contacted the Co-Defendant by U.S. Postal Service Certified Mail Return Receipt # **7009 3410 0001 0346 8176** and U.S. Postal Service Certified Mail Return Receipt # **7009 3410 0001 0346 7858** on or about June 17th, 2010 and June 22nd, 2010 (see exhibit PE-THFMC-005) with receipt of said letters on June 21st, 2010 and July 16th, 2010 disputing the information in the Plaintiff's credit report.

The Plaintiff contacted Trans Union and disputed the erroneous and inaccurate information via U.S. Postal Service Certified Mail Return Receipt # **7009 3410 0001 0346 8169** on July 7th, 2010 (see exhibit PE-THFMC-006) and said letter was received on July 12th, 2010.

The Plaintiff contacted Experian and disputed the erroneous and inaccurate information via U.S. Postal Service Certified Mail Return Receipt # **7009 3410 0001 0346 8145** on July 7th, 2010 (see exhibit PE-THFMC-007) and said letter was received on July 16th, 2010.

The Plaintiff contacted Equifax and disputed the erroneous and inaccurate information via U.S. Postal Service Certified Mail Return Receipt # **7009 3410 0001 0346 8152** on July 7th, 2010 (see exhibit PE-THFMC-008) and said letter was received on July 10th, 2010.

All three Credit Reporting Bureaus have indicated they are reporting the information correctly as reported by the Co-Defendant. The Co-Defendant has been reporting erroneous and inaccurate information in the Plaintiff's credit reports since June 2010, in all three credit-reporting bureaus. To this date the Co-Defendant has not indicated in any of the Plaintiff's credit reports with the CRA's that there is a dispute and as such "marked" those reports to show that

they have been disputed (see exhibits PE-THFMC-009,010,011). The Co-Defendant has not provided legal proof of any alleged account against the Plaintiff as is required by law. Legal proof of any alleged debt requires **presentment of the account and general ledger statement signed and dated under penalty of perjury by the party responsible for maintaining the account** see (Pacific Concrete F.C.U, v, Kauanoe, 62 Haw. 334, 614 P.2d 936 (1980); GE Cap/fa/ Hawaii, Inc. v. Yonenaka, 25 P.3d 807, 96 Hawaii 32 (Hawaii App 2001); Fooks v. Norwich Housing Authority, 28 Conn. L. Rptr. 371, (Conn. Super.2000); Town of Brookfield v. Candlewood Shores Estates, Inc., 513 A.2d 1218, 201 Conn. 1 (1986); and Solaon v. Godbole, 163 Ill. App. 3d 845, 114 Ill. Dec. 890, 515 N.E. 2d 1045 (3rd Dist 1987).

5. **Co-DEFENDANT VIOLATIONS OF THE FCRA**

Count I against the Co-Defendant under FCRA

Civil liability for willful noncompliance [15 U.S.C. § 1681n]

(a) In general. Any **person** who willfully fails to comply with **any** requirement imposed under this title with respect to any consumer is liable to that consumer in an amount equal to the sum of

(1) (A) any actual damages sustained by the consumer as a result of the failure **or damages** of not less than \$100 and not more than \$1,000; or

(B) in the case of liability of a natural person for obtaining a consumer report under false pretenses or knowingly without a permissible purpose, actual damages sustained by the consumer as a result of the failure or \$1,000, whichever is greater;

(2) such amount of **punitive damages as the court may allow**; and

(3) in the case of any successful action to enforce any liability under this section, the **costs of the action together with reasonable attorney's fees** as determined by the court.

(b) Civil liability for knowing noncompliance. Any person who obtains a consumer report from a consumer reporting agency under false pretenses or knowingly without a permissible purpose shall be liable to the consumer reporting agency for actual damages sustained by the consumer reporting agency or \$1,000, whichever is greater.

(c) Attorney's fees. Upon a finding by the court that an unsuccessful pleading, motion, or other paper filed in connection with an action under this section was filed in bad faith or for purposes of harassment, the court shall award to the prevailing party attorney's fees reasonable in relation to the work expended in responding to the pleading, motion, or other paper. As a result of Co-Defendant's willful failure to comply with the FCRA, Co-defendant is liable to the Plaintiff in an amount equal to the sum of (i) any actual damages sustained by the Plaintiff as a result of the failure **or damages** of not less than \$100.00 and not more than \$1,000.00 for each such violation; (ii) such amount of punitive damages as the court may allow; and (iii) the costs of this action together with reasonable attorneys' fees.

Plaintiff restates and reiterates herein all previous paragraphs.

Plaintiff demands judgment in the amount of \$1,188,000.00. This is based on **every day** that the Co-Defendant violated the FCRA (three hundred ninety six days) by willfully failing to comply with the requirements of the FCRA, times \$1000.00, times three for each one of the three national credit reporting bureaus. This is allowed for every day that the Co-Defendant fails to comply with the FCRA and its regulations thus damaging the Plaintiff's credit ratings and ability to obtain credit or to obtain credit at reasonable rates.

Count II against the Co-Defendant under FCRA

Civil liability for negligent noncompliance [15 U.S.C. § 1681o]

(a) In general. Any **person** who is negligent in failing to comply with **any** requirement imposed under this title with respect to **any** consumer is **liable** to that consumer in an amount equal to the sum of

- (1) any actual damages sustained by the consumer as a result of the failure; and
- (2) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

(b) Attorney's fees. On a finding by the court that an unsuccessful pleading, motion, or other paper filed in connection with an action under this section was filed in bad faith or for purposes

1 of harassment, the court shall award to the prevailing party attorney's fees reasonable in relation
 2 to the work expended in responding to the pleading, motion, or other paper.

3 Plaintiff demands judgment in the amount of \$1,188,000.00. This is based on **every day**
 4 that the Co-Defendant violated the FCRA (three hundred ninety six days) by negligently failing
 5 to comply with the requirements imposed under the FCRA, times \$1000.00, times three for each
 6 one of the three national credit reporting bureaus. This is allowed for every day that the Co-
 7 Defendant fails to comply with the FCRA and its regulations thus damaging the Plaintiff's credit
 8 ratings and ability to obtain credit or to obtain credit at reasonable rates.

9 **Count III against the Co-Defendant under FCRA:**

10 The plaintiff has disputed with the Co-Defendant and all three credit-reporting agencies
 11 in the same time frame and the Co-Defendant has not complied with the FCRA. The Co-
 12 Defendant has damaged the Plaintiff's credit score, credit report, and Plaintiff's character by
 13 saying that the Plaintiff doesn't pay his bills.

14 **Reporting erroneous and inaccurate information**

15 **According to the Fair Credit Reporting Act, section 623. Responsibilities of furnishers of**
 16 **information to consumer reporting agencies:**

17 (a)Duty of furnishers of information to provide accurate information.

18 (1) Prohibition.

19 (A) Reporting information with actual knowledge of errors. A person shall not furnish any
 20 information relating to a consumer to any consumer-reporting agency if the person knows or
 21 consciously avoids knowing that the information is inaccurate.

22 (B) Reporting information after notice and confirmation of errors. A person shall not furnish
 23 information relating to a consumer to any consumer-reporting agency if

24 (i) the person has been notified by the consumer, at the address specified by the person for such
 25 notices, that specific information is inaccurate: and

26 (ii) the information is, in fact, inaccurate.
 27
 28

1 (2) Duty to correct and update information. A person who

2 (A) regularly and in the ordinary course of business furnishes information to one or more
3 consumer reporting agencies about the person's transactions or experiences with any consumer;
4 and

5 (B) has furnished to a consumer reporting agency information that the person determines is not
6 complete or accurate, shall promptly notify the consumer reporting agency of that determination
7 and provide to the agency any corrections to that information, or any additional information, that
8 is necessary to make the information provided by the person to the agency complete and
9 accurate, and shall not thereafter furnish to the agency any of the information that remains not
10 complete or accurate.

11 (3) Duty to provide notice of dispute. If the completeness or accuracy of any information
12 furnished by any person to any consumer reporting agency is disputed to such person by a
13 consumer, the person may not furnish the information to any consumer-reporting agency without
14 notice that such information is disputed by the consumer.
15

16 (b) Duties of furnishers of information upon notice of dispute.

17 (1) In general. After receiving notice pursuant to section 611(a)(2) [§ 1681i] of a dispute with
18 regard to the completeness or accuracy of any information provided by a person to a consumer-
19 reporting agency, the person shall

20 (A) conduct an investigation with respect to the disputed information;

21 (B) review all relevant information provided by the consumer reporting agency pursuant to
22 section 611(a)(2) [§ 1681 i];

23 (C) report the results of the investigation to the consumer reporting agency; and

24 (D) if the investigation finds that the information is incomplete or inaccurate, report those results
25 to all other consumer reporting agencies to which the person furnished the information and that
26 compile and maintain files on consumers on a nationwide basis.
27
28

(2) Deadline. A person shall complete all investigations, reviews, and reports required under paragraph (1) regarding information provided by the person to a consumer reporting agency, before the expiration of the period under section 611 (a)(1) [§ 1681 i] within which the consumer reporting agency is required to complete actions required by that section regarding that information.

Plaintiff demands judgment in the amount of \$1,188,000.00. This is based on every day that the Co-Defendant violated the FCRA (three hundred ninety six days) by reporting erroneous and inaccurate information, times \$1000.00, times three for each of the three national credit reporting bureaus. This is allowed for every day that the Co-Defendant fails to update the report by marking the alleged account in dispute thus damaging the Plaintiff's credit ratings and ability to obtain credit or to obtain credit at reasonable rates.

Count IV against the Co-Defendant under FCRA

The Co-Defendant, has failed to indicate that the Plaintiffs credit report is in dispute in the Plaintiffs three credit reports as the Co-Defendant has not provided proof of any alleged account from July 21st, 2010 and through today in all three credit reporting bureaus.

Co-Defendant has failed to indicate that the alleged account is in dispute.

Failure to mark the account in dispute

According to the Fair Credit Reporting Act, section 623. Responsibilities of furnishers of information to consumer reporting agencies

(a) Duty of furnishers of information to provide accurate information.

(1) Prohibition.

(A) Reporting information with actual knowledge of errors. A person shall not furnish any information relating to a consumer to any consumer-reporting agency if the person knows or consciously avoids knowing that the information is inaccurate.

(B) Reporting information after notice and confirmation of errors. A person shall not furnish information relating to a consumer to any consumer-reporting agency if

1 (i) the person has been notified by the consumer, at the address specified by the person for such
2 notices, that specific information is inaccurate; and
3 (ii) the information is, in fact, inaccurate.

4 (2) Duty to correct and update information. A person who

5 (A) regularly and in the ordinary course of business furnishes information to one or more
6 consumer reporting agencies about the person's transactions or experiences with any consumer;
7 and

8 (B) has furnished to a consumer reporting agency information that the person determines is not
9 complete or accurate, shall promptly notify the consumer reporting agency of that determination
10 and provide to the agency any corrections to that information, or any additional information, that
11 is necessary to make the information provided by the person to the agency complete and
12 accurate, and shall not thereafter furnish to the agency any of the information that remains not
13 complete or accurate.
14

15 (3) Duty to provide notice of dispute. If the completeness or accuracy of any information
16 furnished by any person to any consumer reporting agency is disputed to such person by a
17 consumer, the person may not furnish the information to any consumer reporting agency without
18 notice that such information is disputed by the consumer.

19 The Plaintiffs credit reports from Experian, Trans Union, and Equifax do not reflect that
20 the information is disputed by the consumer, even though the Plaintiff has sent a letter of dispute
21 to the Co-Defendant and to date the Co-Defendant has not responded.

22 Plaintiff demands judgment in the amount of \$1,188,000.00. Based on every day (three
23 hundred and ninety six days) the Co-Defendant has failed to mark the account in dispute times
24 \$1000.00 per violation, times three for all three national credit bureaus. The Co-Defendant has
25 broken the FCRA by updating the reports each month without marking the alleged account in
26 dispute thus damaging the Plaintiff's credit ratings and ability to obtain credit or to obtain credit
27 at reasonable rates.
28

Count V against the Co-Defendant under FCRA**§ 615. Requirements on users of consumer reports 15 U.S.C. § 1681m(G)**

(2) upon request of the consumer to whom the debt purportedly relates, provide to the consumer all information to which the consumer would otherwise be entitled if the consumer were not a victim of identity theft, but wished to dispute the debt under provisions of law applicable to that person.

Plaintiff demands judgment in the amount of \$4,752,000.00 for violations of the FCRA against the Plaintiff. This is based on every day that the Co-Defendant violated the FCRA in Plaintiff's credit reports (three hundred ninety six days) by willfully failing to comply with the requirements of the FCRA, times \$1000.00, times three for each one of the three national credit reporting bureaus. This is allowed for every day that the Co-Defendant fails to comply with the FCRA and its regulations thus damaging the Plaintiff's credit ratings and ability to obtain credit or to obtain credit at reasonable rates and Plaintiff's reputation by saying that he doesn't pay his bills.

SUMMATION


Plaintiff has disputed the alleged accounts with the Co-Defendant and the Credit Reporting Agencies in a timely manner. The Co-Defendant has failed to indicate the Plaintiff's reports as being in dispute with regards to the alleged accounts being reported by the CRA's. Therefore the Co-Defendant is now reporting erroneous and inaccurate information on the Plaintiff's credit reports and the Co-Defendant has failed to provide legal proof of the alleged account as requested by the Plaintiff. These failures and in-actions by the Co-Defendant have violated the FCRA and damaged the Plaintiff.

The Plaintiff now has a negatively impacted credit score as of this date and has been denied credit and/or denied credit at reasonable rates because of the willful noncompliance and negligent actions of erroneous and inaccurate reporting and/or inaction's of the Co-Defendant.

1 Co-Defendant has not only violated the Plaintiff's civil rights but damaged the Plaintiff both
2 monetarily and emotionally.

3 WHEREFORE, the Co-Defendant has violated the Fair Credit Reporting Act.
4 Plaintiff demands Judgment in the amount of \$4,752,000.00, plus all costs of this action along
5 with punitive damages in the amount of \$100,000.00, for their violations of FCRA and any other
6 damages and attorney's fees the court deems permissible.

7
8 Respectfully submitted this 26th day of October, 2011.
9

10
11 
12 Timothy Harris
13 4005 Cherokee Rose Ave
14 North Las Vegas, NV 89031
15 702-371-3658
16 Extremeps1@cox.net

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

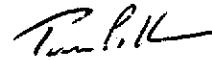
28 ///

///

///

CERTIFICATE OF SERVICE

I hereby certify that a copy of the forgoing Response to Motion to Dismiss and Revised Complaint, Harris vs. Crisis Collections Management, LLC, has been served to Defendant's attorney of record at Robinson, Belaustegui, Sharp & Low with attention to Kent R. Robinson, Esq., at their place of business at 71 Washington Street, Reno, Nevada 89503 via United States Postal Service. The aforementioned document was served to Co-Defendant, Ford Credit, by way of their attorney of record at Kravitz, Schnitzer, Sloane & Johnson with attention to Gary E. Schnitzer, Esq., at 8985 South Eastern Avenue, Suite 200, Las Vegas, Nevada 89123 via United States Postal Service. This will also be available to any and all PACER ECF participants and will serve as Notice and Service.



Timothy Harris
4005 Cherokee Rose Ave.
North Las Vegas, NV 89031
702-371-3658
Extremeps1@cox.net

PE-THFMC-001

PE-THFMC-001

CRISIS COLLECTIONS MANAGEMENT, LLC

140 Washington St., Suite 200
PO Box 3479
Reno, Nevada 89505-3479
(775) 329-5114 / Fax (775) 329-5481
www.crisiscollections.com
Email: ekaufer@crisiscollections.com

July 15, 2011

Timothy P Harris
4005 Cherokee Rose Ave.
N. Las Vegas Nevada 89031

Re: FORD MOTOR CREDIT COMPANY/TIMOTHY P HARRIS
Acct. No. 48063000000041346505
Amount: \$7,456.70 Date: June 9, 2011

Dear Harris:

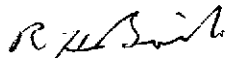
This office represents FORD MOTOR CREDIT COMPANY and has been retained to collect the outstanding obligation. The account balance is stated above and it is our understanding that the account is accruing interest from the stated date. In the event we are unable to resolve this claim, we may file suit and pursue collection of all sums awarded by the court.

Please be advised that pursuant to 15 U.S.C. § 1692g unless you, within 30 days after receipt of this notice, dispute the validity of the debt, or any portion thereof, this firm will assume the debt to be valid. If you notify this firm within the 30 day period that the debt, or any portion thereof is disputed, this firm will obtain verification of the debt and a copy of such verification will be mailed to you by this firm.

If you have a desire to resolve this matter please contact Ed Kaufer, Collection Manager, at (775) 329-5114.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

Sincerely,



Robert H. Broili
Attorney at Law

RHB/JWG

PE-THFMC-002

PE-THFMC-002

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Crisis Collections Mgmt., LLC
140 Washington St.
Suite 200
Reno, NV 89505-3479

2. Article Number
(Transfer from service label)

7010 2780 0000 5438 4193

PS Form 3811, February 2004

Domestic Return Receipt

192395-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

E. CH

C. Date of Delivery

8/1/11

D. Is delivery address different from item?
If YES, enter delivery address below:
☐ Yes
☐ No

3. Service Type

☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only: No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 0.44
Certified Fee	\$2.85
Return Receipt Fee (Endorsement Required)	\$2.30
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 5.59

7010 2780 0000 5438 4193

Sent To: Crisis Collections Mgmt., LLC
Street, Apt. No., or PO Box No.: 140 Washington St. Suite 200
City, State, ZIP+4: Reno NV 89505-3479

Postmark Here: 11 0094 07/28/2011

PS Form 3811, August 2003

PE-THFMC-003

PE-THFMC-003

Crisis Collections Management, LLC

140 Washington St., Suite 200
P.O. BOX 3479
RENO, NEVADA 89505-3479
(775) 329-5114
FAX (775) 329-5481
Email: ekaufer@crisiscollections.com
www.crisiscollections.com

August 4, 2011

Mr. Timothy P. Harris
4005 Cherokee Rose Avenue
North Las Vegas, NV 89031

Re: FMCC v. Timothy P. Harris
Account no.: 48063000000041346505

Dear Mr. Harris:

Thank you for your letter of July 28th, 2011 regarding the above referenced matter.

In accordance with your request, enclosed please find the relevant documents that support Ford Motor Credit's claim against you.

Should you wish to resolve this matter, please contact me.

Thank you.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THIS IS AN
ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE
USED FOR THIS PURPOSE.

Sincerely,



E.C. Kaufer
Collection Manager

ECK/bh
Encl: Relevant Documents

SIMPLE INTEREST VEHICLE CONTRACT AND SECURITY AGREEMENT

SECTION A: Buyer's Name(s): TIMOTHY P. HARRIS
Name: _____
Address: 6213 EAGLE CROSSING ST
City: LAS VEGAS **County:** CLARK
State: NV **Zip:** 89130
Bus. Phone: (702) 413-0044 **Home Phone:** (702) 413-6088
Stock No.: 27738 **Vehicle:** 155782 **Saleperson:** HX/BBS, RYC **Date:** AUG 28TH 2006

CREDITOR: TEAM FORD, LLC **AUG 31 2009**
Address: 5445 DREXEL RD
City: LAS VEGAS **County:** CLARK
State: NV **Zip:** 89130
Phone: (702) 395-5100

SECTION B: DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH-IN-LENDING ACT
 Your payment schedule will be:

ANNUAL PERCENTAGE RATE	The cost of your credit as a yearly rate:	Number of Payments	Amount of Payments	When Payments Are Due
0.00 %		71	\$54.52	MONTHLY BEGINNING 10-13-06
			\$54.84	SEPTEMBER 13, 2012

FINANCE CHARGE: The dollar amount the credit will cost you: **N/A**
Amount Financed: The amount of credit provided to you or on your behalf: **\$ 25,525.76**
Total of Payments: The amount you will have paid after you have made all payments as scheduled: **\$ 25,525.76**
Total Sales Price: The total cost of your purchase on credit, including your down payment of \$ 20.00: **\$ 25,545.76**

Insurance: Credit life insurance, credit disability insurance and credit cancellation coverage, which is also known as GAP coverage, are not required to obtain credit, and will not be provided unless you sign and agree to pay the indicated rates.

Type	Premium	Term	Signature(s)
Credit life:	\$ N/A	I want credit life insurance: <input checked="" type="checkbox"/>	
Joint credit life:	\$ N/A	We want joint credit life insurance: <input checked="" type="checkbox"/>	
Credit disability:	\$ N/A	I want credit disability insurance: <input checked="" type="checkbox"/>	
Credit life and disability:	\$ N/A	I want credit life and disability insurance: <input checked="" type="checkbox"/>	
Joint credit life and disability:	\$ N/A	We want joint credit life and disability insurance: <input checked="" type="checkbox"/>	
Credit cancellation coverage (GAP coverage):	\$ 500.00	I want credit cancellation coverage (GAP coverage): <input checked="" type="checkbox"/>	

You may obtain property insurance from anyone you want that is acceptable to the Creditor above. If you get the insurance from the Creditor you will pay \$ N/A and the terms of the insurance will be: N/A.
 Recently, you are giving a security interest in the goods or property being purchased.
☐ Other (Check if applicable): _____
 Filing fee \$ N/A **Handling Insurance:** ☒ **License:** ☒
 Late charge (if a payment is more than 10 days late, you will be charged \$15 or 5 percent of the payment, whichever is less. If you pay off early, you will not have to pay a penalty.)

SECTION C: ITEMIZATION OF AMOUNT FINANCED
 1. Vehicle Selling Price: \$ 19939.34
 Plus: Documentary Fee: \$ 496.00
 Plus: Emission Inspection Fee: \$ N/A
 Plus: Other (ALABAMA): \$ 495.00
 Plus: Other: \$ N/A
 Transferable Selling Price: \$ 20629.34
 2. Total Sales Tax: \$ 1618.22
 3. Amount Paid to Public Official:
 a. Title Fee: \$ 28.25
 b. Registration Fee: \$ N/A
 c. Other: \$ N/A
 TOTAL OFFICIAL FEES (Add b through c): \$ 28.25
 4. Plus Other Charges:
 a. Extended Service Contract: \$ 1540.00
 b. Delivery Permit: \$ N/A
 c. Other (OCM): \$ 935.00
 d. Other: \$ N/A
 Total OTHER CHARGES (Add 4a through 4d): \$ 2475.00
 5. Total Cash Sales Price (Add 1 through 4): \$ 24644.76
 6. Gross Trade-In Allowance: \$ N/A
 Net Trade-In Allowance: \$ N/A
 7. Down Payment (Other Than Net Trade-In Allowance):
 a. Trade-In Sales Tax Credit: \$ N/A
 b. Cash: \$ 20.00
 c. Manufacturer's Rebate: \$ N/A
 d. Other: \$ N/A
 Down Payment (Add 7a through 7d): \$ 20.00
 8. TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE (Add 6 and 7): \$ 20.00
 9. UNPAID BALANCE OF CASH SALES PRICE (Subtract 8 from 5): \$ 24624.76
 10. Plus Optional Insurance Charges:
 a. Credit Life Insurance Premium: Paid to () Term () \$ N/A
 b. Credit Disability Insurance Premium: Paid to () Term () \$ N/A
 c. Debt Cancellation Coverage (GAP Coverage): Paid to () Term () \$ 500.00
 d. Other Insurance: Paid to () Term () \$ N/A
 11. Other Amounts Financed:
 a. \$ N/A
 b. \$ N/A
 c. \$ N/A
 12. TOTAL AMOUNT FINANCED (Add 9, 10 and 11): \$ 25525.76
 *Seller may retain or reserve a portion of this amount.

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT
 This contract is made this 28th day of August, 2006, between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above. Having been read a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B above), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in the contract as "Collateral").
New or Used: NEW **Year and Make:** 2006 FORD
Series: MUSTANG **Style:** 2DR CPE **No. Cyl.:** 5
If back, ton capacity: _____
Manufacturer's Serial Number: 1SVFT80M465204868
Use for which purchased: ☒ Personal ☐ Business ☐ Agriculture
INCLUDING:
☐ Sun/Moon Roof ☐ Air Conditioning ☐ Automatic Transmission
☐ Power Steering ☐ Power Door Locks ☐ Power Seats
☐ Power Windows ☐ TR Wheel ☐ Vinyl Top
☐ Cassette ☐ Cruise Control ☐ ABS/4 Wheel
☐ Compact Disc Player
21 **Color:** _____ **Time:** _____ **Lot No.:** _____
 You, severally and jointly, promise to pay us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity of the Annual Percentage Rate disclosed above.
 To secure such payment, you agree to so purchase necessary security interest under the Uniform Commercial Code in the Collateral and in all accessories to and proceeds of the Collateral, including any accounts of such insurance or release of insurance premium, or both, we assigned as additional security for this obligation and any other obligation connected in connection with this sale. We, our successors and assigns, hereby release any other security interest or mortgage which would otherwise encumber your obligations under this contract except for the security interests and assignments granted by you in this contract.
 Address where Collateral will be located: _____
Street: 6213 EAGLE CROSSING ST **City:** LAS VEGAS
County: CLARK **State:** NV
 Your address after receipt of possession of Collateral: _____
Street: 6213 EAGLE CROSSING ST **City:** LAS VEGAS
County: CLARK **State:** NV
NOTICE OF RESCISSION RIGHTS
 If buyer signs here, the notice of rescission rights on the reverse side is applicable to this contract.
Buyer's Signature: *[Signature]*
Co-Buyer's Signature: _____
STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C above are incorporated into this agreement for purposes of state disclosure requirements.
 Additional Terms and Conditions: The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.
OPTION: ☒ If you pay no Finance Charge if the Total Amount Financed, less No. 12, Section C, is paid in full on or before the _____, (city) of _____, (state) of _____, (year).
SELLER'S INITIALS: _____
SECTION E: NOTICE TO BUYER
 Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.
 If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special buyer's guide to be displayed on the window.
 THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
 The text of the preceding two paragraphs is set forth below in Spanish.
 Si usted está comprando un vehículo usado mediante este contrato según se describe en el vehículo arriba, la ley federal puede exigir que le muestre la información que usted ve en la forma de ventanilla para este vehículo en parte de este contrato. LA INFORMACIÓN EN LA FORMA DE VENTANILLA SOBRE EL VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
 BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND THE ABOVE DISCLOSURE AT THE TIME OF SIGNING.
 LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN SECTION C ABOVE.

Buyer: *[Signature]* **Date:** 08/28/06 **Co-Buyer:** _____ **Date:** _____
Creditor: TEAM FORD, LLC **Date:** 08/28/06 **By:** _____ **Title:** CREDIT MGR.
ORIGINAL SIGNHOLDER

2010-Jun-30 08:40 AM Ford 1



Ford Motor Credit Company
Customer Relations
P.O. Box 542000
Omaha, NE 68154-8000

June 28, 2010

Timothy Paul Harris
4005 Cherokee Rose Avenue
North Las Vegas, NV 89031

Re: Ford Credit Account - 41346505

Dear Mr. Harris:

I am writing in response to your letter of June 17, 2010, which was forwarded to me for review and reply. In it, you dispute the balance on the above account.

Upon receipt of your letter, I reviewed your account. Our records indicate you signed a Simple Interest Vehicle Contract and Security Agreement (copy enclosed) on August 28, 2008, financing \$25,525.76 at an Annual Percentage Rate of 0%. By virtue of your signature on the contract, you agreed to repay the amount financed by making 72 monthly payments of \$354.52 on the 13th of each month, until the balance is paid in full.

Our records further show 45 of the required 72 payments have been received and applied to the amount financed. The payment due July 13, 2007, was not received until July 31, 2007, 18 days past due. In accordance with the terms of the contract, a late charge of \$15.00 was assessed when the payment was 10 days past due. This late fee was paid on August 14, 2007, when a payment of \$369.72 was received. A Statement of Account, detailing the payment history, has been sent under separate cover for your review.

The amount financed (\$25,525.76) less the 45 payments of \$354.52, (\$15,953.40) received and applied toward the amount financed, leaves a current balance for your account of \$9,572.36. The next payment is due on July 13, 2010. No derogatory information has been reported to the credit bureaus with regard to this account.

Thank you for writing and allowing me the opportunity to provide this information.

Sincerely,

Laurie Dunlop
Executive Analyst - Ford Credit

PCUS

ACCOUNT NUMBER: 00000041346505

Ford Credit
P.O. Box 64400
Colorado Springs, CO 80962-4400

JUNE 09, 2011

TIMOTHY P HARRIS
4005 CHEROKEE ROSE AVE.
N. LAS VEGAS, NV 89031

ACCOUNT NUMBER: 00000041346505

YEAR: 2006 MAKE: FORD MODEL: MUSTG
VIN: 1ZVFT80N465204868

DEAR CUSTOMER:
BELOW IS THE ITEMIZED HISTORY OF YOUR ACCOUNT BEGINNING WITH THE CONTRACT DATE
OF 08/29/06 AND REFLECTING ACTIVITY THROUGH 06/09/11.

CURRENT ACCOUNT STATUS

CURR	NUM								
RATE	DUE DATE	RENT	BALANCE	CURRENT	LATE CHARGES	LATE CHARGES	OTHER FEES	OTHER FEES	
0.00	12319999	0	0.00	0.00	100.00	0.00	25.00	0.00	

INVOICE	TRANS	DAYS	TRANSACTION	TRAN DESCRIPTION	PRINCIPAL	PRINCIPAL
DUE DATE	DATE	LATE	AMOUNT	INTEREST	FEES	BALANCE
08/29/06			22451.76	CONTRACT AMOUNT		25525.76
10/13/06	10/02/06	0	354.52		0.00	25171.24
11/13/06	10/17/06	0	354.52		0.00	24816.72
12/13/06	12/12/06	0	354.52		0.00	24462.20
01/13/07	01/09/07	0	354.52		0.00	24107.68
02/13/07	02/08/07	0	354.52		0.00	23753.16
03/13/07	03/14/07	1	354.52		0.00	23398.64
04/13/07	04/17/07	4	354.52		0.00	23044.12
05/13/07	05/16/07	3	354.52		0.00	22689.60

FCUS

ACCOUNT NUMBER: 00000041346505

JUNE 09, 2011

TIMOTHY P HARRIS
4005 CHEROKEE ROSE AVE.
N. LAS VEGAS, NV 89031

INVOICE DUE DATE	TRANS DATE	DAYS LATE	TRANSACTION AMOUNT	TRAN DESCRIPTION PRINCIPAL	INTEREST	FEES	PRINCIPAL BALANCE
06/13/07	06/18/07	5	354.52	354.52	0.00	0.00	22335.08
	07/23/07		15.00	FEE ASSESSMENT			22335.08
07/13/07	07/31/07	18	354.52	354.52	0.00	0.00	21980.56
08/13/07	08/14/07	1	369.52	354.52	0.00	15.00	21626.04
09/13/07	08/29/07	0	354.52	354.52	0.00	0.00	21271.52
10/13/07	10/04/07	0	354.52	354.52	0.00	0.00	20927.00
11/13/07	11/15/07	2	354.52	354.52	0.00	0.00	20562.48
12/13/07	11/30/07	0	354.52	354.52	0.00	0.00	20207.96
01/13/08	12/27/07	0	354.52	354.52	0.00	0.00	19853.44
02/13/08	02/04/08	0	354.52	354.52	0.00	0.00	19498.92
03/13/08	03/03/08	0	354.52	354.52	0.00	0.00	19144.40
04/13/08	04/17/08	4	354.52	354.52	0.00	0.00	18789.88
05/13/08	05/13/08	0	354.52	354.52	0.00	0.00	18436.36
06/13/08	05/27/08	0	354.52	354.52	0.00	0.00	18080.84
07/13/08	06/16/08	0	354.52	354.52	0.00	0.00	17726.32
08/13/08	07/25/08	0	354.52	354.52	0.00	0.00	17371.80
09/13/08	09/04/08	0	354.52	354.52	0.00	0.00	17017.28
10/13/08	10/13/08	0	354.52	354.52	0.00	0.00	16662.76
11/13/08	11/13/08	0	354.52	354.52	0.00	0.00	16308.24
12/13/08	12/11/08	0	354.52	354.52	0.00	0.00	15953.72
01/13/09	01/13/09	0	354.52	354.52	0.00	0.00	15599.20

FCUS

ACCOUNT NUMBER: 00000041346505

JUNE 09, 2011

TIMOTHY P HARRIS
4005 CHEROKEE ROSE AVE.
N. LAS VEGAS, NV 89031

INVOICE DUE DATE	TRANS DATE	DAYS LATE	TRANSACTION AMOUNT	TRAN DESCRIPTION PRINCIPAL	INTEREST	FEE	PRINCIPAL BALANCE
02/13/09	02/13/09	0	354.52	354.52	0.00	0.00	15244.68
03/13/09	03/13/09	0	354.52	354.52	0.00	0.00	14890.16
04/13/09	04/13/09	0	354.52	354.52	0.00	0.00	14535.64
05/13/09	05/13/09	0	354.52	354.52	0.00	0.00	14181.12
06/13/09	06/13/09	0	354.52	354.52	0.00	0.00	13826.60
07/13/09	07/13/09	0	354.52	354.52	0.00	0.00	13472.08
08/13/09	08/13/09	0	354.52	354.52	0.00	0.00	13117.56
09/13/09	09/13/09	0	354.52	354.52	0.00	0.00	12763.04
10/13/09	10/13/09	0	354.52	354.52	0.00	0.00	12408.52
11/13/09	11/13/09	0	354.52	354.52	0.00	0.00	12054.00
12/13/09	12/13/09	0	354.52	354.52	0.00	0.00	11699.48
01/13/10	01/13/10	0	354.52	354.52	0.00	0.00	11344.96
02/13/10	02/13/10	0	354.52	354.52	0.00	0.00	10990.44
03/13/10	03/13/10	0	354.52	354.52	0.00	0.00	10635.92
04/13/10	04/13/10	0	354.52	354.52	0.00	0.00	10281.40
05/13/10	05/13/10	0	354.52	354.52	0.00	0.00	9926.88
06/13/10	06/13/10	0	354.52	354.52	0.00	0.00	9572.36
07/13/10	07/13/10	0	354.52	354.52	0.00	0.00	9217.84
08/13/10	08/19/10	6	354.52	354.52	0.00	0.00	8863.32
	09/23/10		15.00	FEE ASSESSMENT			8863.32
09/13/10	10/14/10	31	354.52	354.52	0.00	0.00	8508.80

FCUS

ACCOUNT NUMBER: 00000041346505

JUNE 09, 2011

TIMOTHY P HARRIS
 4005 CHEROKEE ROSE AVE.
 N. LAS VEGAS, NV 89031

INVOICE DUE DATE	TRANS DATE	DAYS LATE	TRANSACTION AMOUNT	TRAN DESCRIPTION PRINCIPAL	INTEREST	FEES	PRINCIPAL BALANCE
	10/25/10		15.00	FEE ASSESSMENT			8508.80
	11/23/10		15.00	FEE ASSESSMENT			8508.80
10/13/10	12/07/10	55	354.52	354.52	0.00	0.00	8154.28
	12/21/10			EXTENSION			8154.28
	12/21/10		25.00	FEE ASSESSMENT			8154.28
01/13/11	12/23/10	0	354.52	354.52	0.00	0.00	7799.76
	02/23/11		15.00	FEE ASSESSMENT			7799.76
02/13/11	03/02/11	17	354.52	354.52	0.00	0.00	7445.24
	03/23/11		15.00	FEE ASSESSMENT			7445.24
	04/25/11		15.00	FEE ASSESSMENT			7445.24
	05/23/11		15.00	FEE ASSESSMENT			7445.24
	06/08/11		13.93	DECR UNEARNED			7445.24
	06/08/11		98.89	DECR UNEARNED			7445.24
	06/08/11		118.54	PRINCIPAL PAYMENT			7326.70
	06/09/11		7445.70	CHARGE OFF			0.00
	06/09/11		1.33	DECR UNEARNED			0.00
	06/09/11		6.24	DECR UNEARNED			0.00

PE-THFMC-004

PE-THFMC-004

CRISIS COLLECTIONS MANAGEMENT, LLC

140 Washington St., Suite 200

PO Box 3479

Reno, Nevada 89505-3479

(P) 775-329-5114 (F) 775-329-5481

www.crisiscollections.com

Email: ekaufer@crisiscollections.com

August 18, 2011

Timothy P Harris
4005 Cherokee Rose Ave.
N. Las Vegas, Nevada 89031

Re: File Number 11-01264-0
Plaintiff: FORD MOTOR CREDIT COMPANY
Balance Due: \$7,670.20

Dear TIMOTHY P HARRIS:

We represent the above referenced plaintiff with regarding to the attached summons and Complaint.

We regret that it is necessary to file suit in attempt to collect this obligation. Due to the recent national economic crisis our client has authorized us to offer you a discounted lump sum payment option. If you cannot manage that option, our client has authorized a payment plan to allow you to pay this obligation over time. If you are interested in discussing either option plans, please call us. These options may expire or be withdrawn by our clients.

Should you wish to resolve this matter without further litigation, please call me. I will do everything possible to assist you in an affordable resolution.

Thank you, I look forward to hearing from you.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

Sincerely,



E. C. Kaufer
Collection Manager

ECK
11-01264-0

SUMM

Case No:

Dept No: 1

IN THE NORTH LAS VEGAS JUSTICE COURT
CLARK COUNTY, STATE OF NEVADA

FORD MOTOR CREDIT COMPANY,

Plaintiff,

S U M M O N S

v.

11 CN 2134

TIMOTHY P HARRIS,

Defendant. /

NOTICE: YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING
HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT:

A civil Complaint has been filed by the Plaintiff against you for the relief set forth in
the Complaint.

(1) If you intend to defend this lawsuit, within 20 days after this Summons is served
on you exclusive of the day of service, you must do the following:

(a) File with the Clerk of this Court, whose address is shown below, a formal written response
to the Complaint in accordance with the rules of the Court. A filing fee of \$33.00 is required.

(b) Serve a copy of your response upon the attorney whose name and address is shown
below.

(2) If you intend to seek the advice of an attorney in this matter, you should do so
promptly so that your response may be filed on time.

Issued on behalf of:

By: Robert H. Broili, Esq.

ROBERT H. BROILI, ESQ.

Attorney for Plaintiff

140 Washington St., Suite 200

Reno NV 89503

(775) 329-5114

FABIOLA MORALES

BY:

CLERK

Court's address:

2428 N. Martin Luther King Blv

N. Las Vegas NV 89032 702-455-7801

DATE: AUG 26 2011

11-01264-0

STATE OF _____ }
 _____ } ss. AFFIDAVIT OF SERVICE
 1 COUNTY OF _____ }

2 _____, being duly sworn says: That at all times herein
 3 affiant was and is a citizen of the United States, over 18 years of age, not a party to or
 4 interest in the proceeding in which this affidavit is made. That affiant received _____ copy(ies)
 of the Summons and Complaint on the _____ day of _____, 20____, and served the same
 on the _____ day of _____, 20____, by:

- 5
 6 1. Delivering and leaving a copy with the Defendant _____
 at (state address) _____
 7
 8 2. Serving the Defendant _____ by
 personally delivering and leaving a copy with _____
 9 _____, a person of suitable age and discretion residing at the Defendant's usual place
 of abode located at: (state address) _____

10 USE PARAGRAPH 3 FOR SERVICE UPON AGENT, COMPLETING A OR B

- 11 3. Serving the Defendant _____ by personally
 12 delivering and leaving a copy:
 13 a. with _____, as _____
 _____, an agent lawfully designated by statute to accept service of process;
 14 b. with _____, pursuant to NRS 14.020 as a
 person of suitable age and discretion at the above address, which address is
 15 the address of the resident agent as shown on the current certificate of
 designation filed with the Secretary of State.
 16
 17 4. Personally depositing a copy in a mail box of the United States Post Office, enclosed
 in a sealed envelope postage prepaid (check appropriate method): _____ ordinary
 18 mail; _____ certified mail, return receipt requested; _____ registered mail, return
 receipt requested, addressed to the Defendant _____ at
 19 the Defendant's last known address which is (state address) _____
 20 _____

21
 22
 23
 24 SUBSCRIBED AND SWORN to before me this _____ Signature of person
 day of _____, 20____. making service

25
 26 NOTARY PUBLIC in and for the said County and State
 27
 28

NORTH LAS VEGAS JUSTICE COURT

CLARK COUNTY, NEVADA

AFFIRMATION

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document, SUMMONS, filed in

Case Number ,

 X Document does not contain the social security number of any person

-OR-

 Document contains the social security number of a person as required by:

 A specific state law, to wit:

-or-

 For the administration of a public program

-or-

 For an application for a federal or state grant

DATED August 6, 2011.

ROBERT H. BROILI, ESQ.
Attorney and Counselor at Law

By
ROBERT H. BROILI, ESQ. (NV Bar #3685)
140 Washington St., Suite 200
P.O. Box 3479
Reno, NV 89505
(775) 329-5114
Attorneys for Plaintiff

1 \$1425 - COMP

2 ROBERT H. BROILI, ESQ.
3 Nevada Bar No. 3685
4 140 Washington St., #200
5 POST OFFICE BOX 3479
6 Reno, NV, USA 89505-3479
7 PH: (775) 329-5114
8 FX: (775) 329-5481

9 Attorney for Plaintiff

10 IN THE NORTH LAS VEGAS JUSTICE COURT
11 CLARK COUNTY, STATE OF NEVADA

12 FORD MOTOR CREDIT COMPANY,
13 Plaintiff,

14 v.

15 TIMOTHY P HARRIS,
16 Defendant. /

Case No. **11CN 2134**
Dept. No. **1**

17 **COMPLAINT**

18 Plaintiff, FORD MOTOR CREDIT COMPANY, by and through its attorney, ROBERT H.
19 BROILI, ESQ., hereby complains and alleges as follows:

20 1. That at all times herein mentioned Plaintiff, FORD MOTOR CREDIT COMPANY,
21 was and is a duly licensed AUTOMOBILE FINANCE COMPANY authorized to conduct business
22 in the State of Nevada.

23 2. That the Defendant TIMOTHY P. HARRIS is a resident of CLARK County,
24 Nevada, and/or that the Contract was entered into in CLARK County, Nevada.

25 3. That the Defendant executed and delivered to Plaintiff a written SIMPLE
26 INTEREST VEHICLE CONTRACT AND SECURITY AGREEMENT, evidencing a loan secured
27 by a consumer vehicle.

28 4. The Defendant defaulted by not making all required payments. Plaintiff has been
unable to repossess the vehicle and Plaintiff requests possession of the collateral be delivered to

1 Plaintiff.

2 5. That the amount due as of March 2, 2011, was \$7,456.70, which continues to
3 accrue interest at 5.250% per annum.

4 6. That pursuant to the contract, the Defendant agreed to pay attorney's fees and costs
5 of suit incurred by Plaintiff to collect the unpaid balance.

6 7. That it has been necessary for Plaintiff to obtain the services of an attorney to
7 prosecute this action.

8 8. That the Plaintiff is NOT a pay-day loan company, a title loan company, a short term
9 loan company or a check cashing service within the meaning established by the Nevada Revised
10 Statutes and is therefore compliant therewith.


11 9. This litigation is an attempt to collect a debt and any information provided will be
12 used for that purpose.

13 10. AFFIRMATION - This document or its attachments does NOT contain the social
14 security number of any individual.

15
16 WHEREFORE, Plaintiff prays as follows:

- 17 1. For judgment against the Defendant, TIMOTHY P. HARRIS in the amount of
18 \$7,456.70, as of March 2, 2011;
19 2. For interest at 5.250% from March 2, 2011, until paid in full;
20 3. For reasonable attorneys fees;
21 4. For costs of suit incurred herein; and
22 5. For such other and further relief as the Court deems just and proper.

23 DATED August 6, 2011

24 
25 ROBERT H. BROILI, ESQ.
26 Nevada Bar No. 3685
27 140 Washington St., Suite 200
28 Reno, Nevada 89503
(775) 329-5114
Attorney for Plaintiff

11-01264-0

SIMPLE INTEREST VEHICLE CONTRACT AND SECURITY AGREEMENT

SECTION A:
 Buyer's Name: TIMOTHY P HARRIS
 Address: 6213 EAGLE CROSSING ST
 City: LAS VEGAS County: CLARK
 State: NV Zip: 89130
 Bus. Phone: (702) 413-6045 Res. Phone: (702) 413-6045
 Stock No: 27194 Salesman: HTBBS, AIC Date: AUG 29TH 2006

SECTION B: DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH-IN-LENDING ACT

ANNUAL PERCENTAGE RATE	The cost of your credit as a yearly rate:	0.00 %
FINANCE CHARGE	The dollar amount the credit will cost you:	\$ N/A
Amount Financed	The amount of credit provided to you or on your behalf:	\$ 25,525.76
Total of Payments	The amount you will have paid after you have made all payments as scheduled:	\$ 25,525.76
Total Sales Price	The total cost of your purchase, including your sales tax payment of \$ 20.00	\$ 25,545.76

SECTION C: ITEMIZATION OF AMOUNT FINANCED

1. Vehicle Selling Price: \$ 29999.24
 Plus: Documentary Fee: \$ 306.00
 Plus: Emission Inspection Fee: \$ N/A
 Plus: Other (ALARM): \$ 405.00
 Plus: Other: \$ N/A
 Trade-In Selling Price: \$ 30829.24
 2. Total Sales Tax: \$ 1614.27
 3. Amounts Paid to Public Officials:
 a. Title Fee: \$ 28.25
 b. Registration Fee: \$ N/A
 c. Other: \$ N/A
 TOTAL OFFICIAL FEES (Add 3a through 3c): \$ 28.25
 4. Plus Other Charges:
 a. Extended Service Contract: \$ 1540.00
 b. Delivery Permit: \$ N/A
 c. Other (OCR): \$ 935.00
 d. Other (N/A): \$ N/A
 Total OTHER CHARGES (Add 4a through 4d): \$ 2475.00
 5. Total Cash Sales Price (Add 1 through 4): \$ 24946.76
 6. Gross Trade-In Allowance: \$ N/A
 Net Trade-In Allowance: \$ N/A
 7. Down Payment (Other Than Net Trade-In Allowance):
 a. Trade-In Sales Tax Credit: \$ N/A
 b. Cash: \$ 30.00
 c. Manufacturer's Rebate: \$ N/A
 d. Other (N/A): \$ N/A
 Down Payment (Add 7a through 7d): \$ 30.00
 8. TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE (Add 5 and 7): \$ 20.00
 9. UNPAID BALANCE OF CASH SALES PRICE (Subtract 8 from 5): \$ 24926.76
 10. Plus Optional Insurance Charges:
 a. Credit Life Insurance Premium: Paid to () Term () \$ N/A
 b. Credit Disability Insurance Premium: Paid to () Term () \$ N/A
 c. Debt Cancellation Coverage (GAP Coverage): Paid to () Term () \$ 500.00
 d. Other Insurance: Paid to () Term () \$ N/A
 11. Other Amounts Financed:
 a. Paid to () \$ N/A
 b. Paid to () \$ N/A
 c. Paid to () \$ N/A
 12. TOTAL AMOUNT FINANCED (Add 9, 10 and 11): \$ 25525.76
 *Saler may retain or make a portion of this amount.

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

This contract is made this 29 day of AUGUST, 2006, between you, the Buyer, shown above, and us, the Seller shown as Dealer above. Having been quoted a cash price and a credit price and having chosen to pay the credit price shown as the Total Sales Price in Section B above, you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as "Collateral"):

New or Used: NEW Year and Make: 2006 FORD

Series: MUSTANG Style: 2DR COU No. Cyl: 6

If track, use capacity: _____

Manufacturer's Serial Number: 1FVPT80N465204868

Use for which purchased: ☒ Personal ☐ Business ☐ Agriculture

EXCLUSIONS:
☐ Sun/Moon Roof ☐ Air Conditioning ☐ Automatic Transmission
☐ Power Steering ☐ Power Door Locks ☐ Power Seats
☐ Power Windows ☐ Tire Wheel ☐ Vinyl Top
☐ Cassette ☐ Cruise Control ☐ AMP/FM Stereo
☐ Compact Disc Player

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

Co-Buyer's Date: _____

Co-Buyer's Signature: _____

Co-Buyer's Name: _____

Co-Buyer's Address: _____

Co-Buyer's City: _____ State: _____ Zip: _____

Co-Buyer's County: _____

2010-Jun-30 08:40 AM Ford 1



Ford Motor Credit Company
Customer Relations
P.O. Box 642000
Omaha, NE 68154-8000

June 28, 2010

Timothy Paul Harris
4005 Cherokee Rose Avenue
North Las Vegas, NV 89031

Re: Ford Credit Account - 41346505

Dear Mr. Harris:

I am writing in response to your letter of June 17, 2010, which was forwarded to me for review and reply. In it, you dispute the balance on the above account.

Upon receipt of your letter, I reviewed your account. Our records indicate you signed a Simple Interest Vehicle Contract and Security Agreement (copy enclosed) on August 29, 2008, financing \$25,525.76 at an Annual Percentage Rate of 0%. By virtue of your signature on the contract, you agreed to repay the amount financed by making 72 monthly payments of \$354.52 on the 13th of each month, until the balance is paid in full.

Our records further show 45 of the required 72 payments have been received and applied to the amount financed. The payment due July 13, 2007, was not received until July 31, 2007, 18 days past due. In accordance with the terms of the contract, a late charge of \$15.00 was assessed when the payment was 10 days past due. This late fee was paid on August 14, 2007, when a payment of \$369.72 was received. A Statement of Account, detailing the payment history, has been sent under separate cover for your review.

The amount financed (\$25,525.76) less the 45 payments of \$354.52, (\$15,953.40) received and applied toward the amount financed, leaves a current balance for your account of \$9,572.36. The next payment is due on July 13, 2010. No derogatory information has been reported to the credit bureaus with regard to this account.

Thank you for writing and allowing me the opportunity to provide this information.

Sincerely,

Laurie Dunlop
Executive Analyst - Ford Credit

Ⓜ

FCUS

ACCOUNT NUMBER: 00000041346505

Ford Credit
P.O. Box 64400
Colorado Springs, CO 80962-4400

JUNE 09 2011

TIMOTHY P HARRIS
4005 CHEROKEE ROSE AVE.
N. LAS VEGAS, NV 89031

ACCOUNT NUMBER: 00000041346505

YEAR: 2006 MAKE: FORD MODEL: MUSTG
VIN: 12VPT80M465204868

DEAR CUSTOMER:

BELOW IS THE ITEMIZED HISTORY OF YOUR ACCOUNT BEGINNING WITH THE CONTRACT DATE
OF 08/29/06 AND REFLECTING ACTIVITY THROUGH 06/09/11.

CURRENT ACCOUNT STATUS

CURR	NUM	LATE	LATE	OTHER	OTHER
RATE	PMTS	CHARGES	CHARGES	FEE	FEE
DUE DATE	RENT	AMT DUE	ASSESSED DUE	ASSESSED DUE	DUE
0.00	12319999	0.00	0.00	120.00	9.00
				25.00	0.00

INVOICE	TRANS	DAYS	TRANSACTION	TRAN DESCRIPTION	PRINCIPAL
DUE DATE	DATE	LATE	AMOUNT	PRINCIPAL	INTEREST
				FEE	BALANCE
08/29/06			22451.76	CONTRACT AMOUNT	25525.76
10/13/06	10/02/06	0	354.52	354.52	0.00
					0.00
11/13/06	10/17/06	0	354.52	354.52	0.00
					0.00
12/13/06	12/12/06	0	354.52	354.52	0.00
					0.00
01/13/07	01/09/07	0	354.52	354.52	0.00
					0.00
02/13/07	02/08/07	0	354.52	354.52	0.00
					0.00
03/13/07	03/14/07	1	354.52	354.52	0.00
					0.00
04/13/07	04/17/07	4	354.52	354.52	0.00
					0.00
05/19/07	05/16/07	3	354.52	354.52	0.00
					0.00

FCUS

ACCOUNT NUMBER: 00000041346505

JUNE 09, 2011

TIMOTHY P HARRIS
4005 CHEROKEE ROSE AVE.
N. LAS VEGAS, NV 89031

INVOICE DUE DATE	TRANS DATE	DAYS LATE	TRANSACTION AMOUNT	TRAN DESCRIPTION PRINCIPAL	INTEREST	FEES	PRINCIPAL BALANCE
06/13/07	06/18/07	5	354.52	354.52	0.00	0.00	22335.08
	07/23/07		15.00	FEE ASSESSMENT			22335.08
07/13/07	07/31/07	18	354.52	354.52	0.00	0.00	21980.56
08/13/07	08/14/07	1	359.52	354.52	0.00	15.00	21626.04
09/13/07	08/29/07	0	354.52	354.52	0.00	0.00	21271.52
10/13/07	10/04/07	0	354.52	354.52	0.00	0.00	20917.00
11/13/07	11/15/07	2	354.52	354.52	0.00	0.00	20562.48
12/13/07	11/30/07	0	354.52	354.52	0.00	0.00	20207.96
01/13/08	12/27/07	0	354.52	354.52	0.00	0.00	19853.44
02/13/08	02/04/08	0	354.52	354.52	0.00	0.00	19498.92
03/13/08	03/03/08	0	354.52	354.52	0.00	0.00	19144.40
04/13/08	04/17/08	4	354.52	354.52	0.00	0.00	18789.88
05/13/08	05/13/08	0	354.52	354.52	0.00	0.00	18435.36
06/13/08	05/27/08	0	354.52	354.52	0.00	0.00	18080.84
07/13/08	06/16/08	0	354.52	354.52	0.00	0.00	17726.32
08/13/08	07/25/08	0	354.52	354.52	0.00	0.00	17371.80
09/13/08	09/04/08	0	354.52	354.52	0.00	0.00	17017.28
10/13/08	10/13/08	0	354.52	354.52	0.00	0.00	16662.76
11/13/08	11/13/08	0	354.52	354.52	0.00	0.00	16308.24
12/13/08	12/13/08	0	354.52	354.52	0.00	0.00	15953.72
01/13/09	01/13/09	0	354.52	354.52	0.00	0.00	15599.20

PCUS

ACCOUNT NUMBER: 00000041346505

JUNE 09, 2011

TIMOTHY P HARRIS
4005 CHEROKEE ROSE AVE.
N. LAS VEGAS, NV 89031

INVOICE DUE DATE	TRANS DATE	DAYS LATE	TRANSACTION AMOUNT	TRAN DESCRIPTION PRINCIPAL	INTEREST	FEES	PRINCIPAL BALANCE
02/13/09	02/13/09	0	354.52	354.52	0.00	0.00	15244.88
03/13/09	03/13/09	0	354.52	354.52	0.00	0.00	14890.16
04/13/09	04/13/09	0	354.52	354.52	0.00	0.00	14535.64
05/13/09	05/13/09	0	354.52	354.52	0.00	0.00	14181.12
06/13/09	06/13/09	0	354.52	354.52	0.00	0.00	13826.60
07/13/09	07/13/09	0	354.52	354.52	0.00	0.00	13472.08
08/13/09	08/13/09	0	354.52	354.52	0.00	0.00	13117.56
09/13/09	09/13/09	0	354.52	354.52	0.00	0.00	12763.04
10/13/09	10/13/09	0	354.52	354.52	0.00	0.00	12408.52
11/13/09	11/13/09	0	354.52	354.52	0.00	0.00	12054.00
12/13/09	12/13/09	0	354.52	354.52	0.00	0.00	11699.48
01/13/10	01/13/10	0	354.52	354.52	0.00	0.00	11344.96
02/13/10	02/13/10	0	354.52	354.52	0.00	0.00	10990.44
03/13/10	03/13/10	0	354.52	354.52	0.00	0.00	10635.92
04/13/10	04/13/10	0	354.52	354.52	0.00	0.00	10281.40
05/13/10	05/13/10	0	354.52	354.52	0.00	0.00	9926.88
06/13/10	06/13/10	0	354.52	354.52	0.00	0.00	9572.36
07/13/10	07/13/10	0	354.52	354.52	0.00	0.00	9217.84
08/13/10	08/13/10	6	354.52	354.52	0.00	0.00	8863.32
	09/23/10		15.00	FRR ASSESSMENT			8863.32
09/13/10	10/14/10	31	354.52	354.52	0.00	0.00	8508.80

FCUS

ACCOUNT NUMBER: 00000041346505

JUNE 09, 2011

TIMOTHY P HARRIS
 4005 CHEROKEE ROSE AVE.
 N. LAS VEGAS, NV 89031

INVOICE DUE DATE	TRANS DATE	DAYS LATE	TRANSACTION AMOUNT	TRAN DESCRIPTION PRINCIPAL	INTEREST	Fees	PRINCIPAL BALANCE
	10/25/10		15.00	FEE ASSESSMENT			8508.80
	11/23/10		15.00	FEE ASSESSMENT			8508.80
10/13/10	12/07/10	55	354.52	354.52	0.00	0.00	8154.28
	12/21/10			EXTENSION			8154.28
	12/21/10		25.00	FEE ASSESSMENT			8154.28
01/13/11	12/23/10	0	354.52	354.52	0.00	0.00	7799.76
	02/23/11		15.00	FEE ASSESSMENT			7799.76
02/13/11	03/02/11	17	354.52	354.52	0.00	0.00	7445.24
	03/23/11		15.00	FEE ASSESSMENT			7445.24
	04/25/11		15.00	FEE ASSESSMENT			7445.24
	05/23/11		15.00	FEE ASSESSMENT			7445.24
	06/08/11		23.93	DECR UNEARNED			7445.24
	06/08/11		98.89	DECR UNEARNED			7445.24
	06/08/11		118.54	PRINCIPAL PAYMENT			7326.70
	06/09/11		7456.70	CHARGE OFF			0.00
	06/09/11		1.33	DECR UNEARNED			0.00
	06/09/11		6.24	DECR UNEARNED			0.00

PE-THFMC-005

PE-THFMC-005

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Ford Credit
40 Correspondence
P.O. Box 542000
Omaha, NE 68154-8000

2. Article Number
 (Transfer from service label) **7009 3410 0001 0346 7858**

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *John A. Bequette* Agent Addressee

B. Received by (Print Name) **John A. Bequette** Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OMAHA NE 68154

Postage	\$ 00.44
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$2.30
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 5.54

0094
 11 Postmark Here
 0102 21 NOV
 06/17/2010

Sent To *Ford Credit*
 Street, Apt. No., or PO Box No. *40 Correspondence P.O. Box 542000*
 City, State, ZIP+4 *Omaha, NE 68154-8000*

PS Form 3800 August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ford Credit
P.O. Box 7172
Pasadena, CA 91109-7172

2. Article Number

(Transfer from service label)

7009 3410 0001 0346 8176

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X MELLON FINANCIAL SERVICES Agent

☐ Addressee

B. Received by (Printed Name)

Los Angeles
Regional Lockbox Site

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

JUL 20 2010

3. Service Type

- ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ YesU.S. Postal Service
CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

PASADENA CA 91109

Postage	\$ 10.44
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$2.30
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 15.54

0094

11 Postmark
 JUN 22 2010

06/22/2010

Sent To

Ford Credit
 Street, Apt. No.,
 or PO Box No. *P.O. Box 7172*
 City, State, ZIP+4 *Pasadena, CA 91109-7172*

PS Form 3800 August 2006

See Reverse for Instructions

7009 3410 0001 0346 8176

PE-THFMC-006

PE-THFMC-006

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Trans Union
P.O. Box 1000
Chester, PA 19022

2. Article Number

(Transfer from service label)

7009 3410 0001 0346 8169

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

TransUnion LLC

☐ Agent☐ Addressee

B. Received by (Printed Name)

JUL 12 2010

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Certified Mail ☐ Express Mail☐ Registered ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

CRENSHAW PA 19022

Postage	\$ 0.44
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$2.30
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 5.54

0094

07

Postmark
Here

1 2010

07/07/2010

Sent To

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

Trans Union - FMC
P.O. Box 1000
Chester, PA 19022

PS Form 3810, August 2006

See Reverse for Instructions

7009 3410 0001 0346 8169

PE-THFMC-007

PE-THFMC-007

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Experian
P.O. Box 2002
Allen, TX 75013

2. Article Number

(Transfer from service label)

7009 3410 0001 0346 8145

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage

\$ 00.44

0094

Certified Fee

\$2.80

07

Postmark

Return Receipt Fee
(Endorsement Required)

\$2.30

Here

Restricted Delivery Fee
(Endorsement Required)

\$0.00

Total Postage & Fees

\$ 05.54

07/07/2010

Sent To

Experian - FMC

Street, Apt. No.,
or PO Box No.

P.O. Box 2002

City, State, ZIP+4

Allen, TX 75013

PS Form 3800, August 2006

See Reverse for Instructions

7009 3410 0001 0346 8145

PE-THFMC-008

PE-THFMC-008

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EquiFax
P.O. Box 740241
Atlanta, GA 30374

2. Article Number

(Transfer from service label)

7009 3410 0001 0346 8152

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

JUL 10 2010

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

ATLANTA GA 30374

OFFICIAL USE

Postage	\$ 00.44	0094
Certified Fee	\$2.80	07
Return Receipt Fee (Endorsement Required)	\$2.30	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 55.54	07/07/2010

Sent To

EquiFax - FMC
P.O. Box 740241
Atlanta, GA 30374

PS Form 3800 August 2006

See Reverse for Instructions

7009 3410 0001 0346 8152

PE-THFMC-009

PE-THFMC-009

Payment Status:

Comments:

24-Month Payment History

Date:	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Experian:	08	08	08	08	08	08	08	08	08	08	08	08	08	08	08	08	10	10	10	10	10	10	10	10
Equifax:	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
TransUnion:	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

FORD CRED

	Experian	Equifax	TransUnion
Account Name:	FORD CRED	FMCC	
Account Number:	4134XXXX	4134XXXX	
Account Type:	Installment	Installment	
Account Status:	Open	Open	
Monthly Payment:	\$354	\$354	
Date Opened:	08/2006	08/2006	
Balance:	\$9,217	\$9,217	
Terms:	72		
High Balance:	\$25,525	\$25,525	
Limit:	-	-	
Past Due:	-	-	
Payment Status:	Current	Current	
Comments:			

24-Month Payment History

Date:	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Experian:	08	08	08	08	08	08	08	08	08	08	08	08	08	08	08	08	10	10	10	10	10	10	10	10
Equifax:	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
TransUnion:	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

	Experian	Equifax	TransUnion
Account Name:			
Account Number:			
Account Type:			
Account Status:			
Monthly Payment:			
Date Opened:			
Balance:			
Terms:			
High Balance:			
Limit:			
Past Due:			
Payment Status:			

PE-THFMC-010

PE-THFMC-010

Balance:
Terms:
High Balance:
Limit:
Past Due:
Payment Status:
Comments:

[REDACTED]

[REDACTED]

[REDACTED]

24- Month Payment History

Date:	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
09	09	09	09	09	09	09	09	09	10	10	10	10	10	10	10	10	10	10	10	10	11	11	11	11
Experian:	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Equifax:	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
TransUnion:	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

FRD MOTOR CR

	Experian	Equifax	TransUnion
Account Name:	FORD CRED	FMCC	FRD MOTOR CR
Account Number:	4134XXXX	4134XXXX	4134XXXX
Account Type:	Installment	Installment	Installment
Account Status:	Open	Open	Open
Monthly Payment:	\$354	\$354	\$354
Date Opened:	08/2006	08/2006	08/2006
Balance:	\$7,545	\$7,545	\$7,545
Terms:	74	74	74
High Balance:	\$25,525	\$25,525	\$25,525
Limit:	-	-	-
Past Due:	\$354	\$354	\$354
Payment Status:	30 Days Late	30 Days Late	30 Days Late
Comments:			Auto

24- Month Payment History

Date:	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
09	09	09	09	09	09	09	09	09	10	10	10	10	10	10	10	10	10	10	10	10	11	11	11	11
Experian:	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	30	OK	OK	OK	OK	30
Equifax:	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	30	OK	OK	OK	OK	30
TransUnion:	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	30	OK	OK	OK	OK	30

Account Name:
Account Number:
Account Type:
Account Status:
Monthly Payment:
Date Opened:
Balance:
Terms:
High Balance:

[REDACTED]

[REDACTED]

[REDACTED]

PE-THFMC-011

PE-THFMC-011

Current:
 Closed:
 Derogatory Summary:
 Inquiries:
 Public Records:
 Collections Accounts:
 Current Delinquencies:
 Prior Delinquencies:

[REDACTED]

[REDACTED]

[REDACTED]

Account History

Below is information on any accounts you may have opened in the past. Accounts that are paid as agreed can remain on your report for up to 10 years from the date of last activity. Typically, a consumer reporting agency will not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

[REDACTED]

	Experian	Equifax	TransUnion
Account Name:	[REDACTED]	[REDACTED]	[REDACTED]
Account Number:	[REDACTED]	[REDACTED]	[REDACTED]
Account Type:	[REDACTED]	[REDACTED]	[REDACTED]
Account Status:	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment:	[REDACTED]	[REDACTED]	[REDACTED]
Date Opened:	[REDACTED]	[REDACTED]	[REDACTED]
Balance:	[REDACTED]	[REDACTED]	[REDACTED]
Terms:	[REDACTED]	[REDACTED]	[REDACTED]
High Balance:	[REDACTED]	[REDACTED]	[REDACTED]
Limit:	[REDACTED]	[REDACTED]	[REDACTED]
Past Due:	[REDACTED]	[REDACTED]	[REDACTED]
Payment Status:	[REDACTED]	[REDACTED]	[REDACTED]
Comments:	[REDACTED]	[REDACTED]	[REDACTED]

24- Month Payment History

Date:	Sep 09	Oct 09	Nov 09	Dec 09	Jan 10	Feb 10	Mar 10	Apr 10	May 10	Jun 10	Jul 10	Aug 10	Sep 10	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11
Experian:	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

Equifax:

TransUnion:

FRD MOTOR CR

	Experian	Equifax	TransUnion
Account Name:	FORD CRED	FMCC	FRD MOTOR CR
Account Number:	4134XXXX	4134XXXX	4134XXXX
Account Type:	Installment	Installment	Installment
Account Status:	Open	UnPaid	UnPaid
Monthly Payment:	-	-	\$0

Date Opened:	08/2006	08/2006	08/2006
Balance:	\$7,456	\$7,456	\$7,456
Terms:	74		74
High Balance:	\$25,525	\$7,456	\$25,525
Limit:	-	-	-
Past Due:	\$7,456	\$7,456	\$7,456
Payment Status:	30 Days Late	Chargeoff or Collection	Chargeoff or Collection
Comments:			Auto Profit and loss writeoff

24- Month Payment History

Date:	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Experian:	09	09	09	09	10	10	10	10	10	10	10	10	10	10	10	10	11	11	11	11	11	11	11	11
Equifax:	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	30	OK	OK	OK	OK	30	CO	NO	CO
TransUnion:	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	30	OK	OK	OK	OK	30	60	OK	OK				

Experian

Equifax

TransUnion

Account Name:
Account Number:
Account Type:
Account Status:
Monthly Payment:
Date Opened:
Balance:
Terms:
High Balance:
Limit:
Past Due:
Payment Status:
Comments:

24- Month Payment History

Date:	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Experian:	09	09	09	09	10	10	10	10	10	10	10	10	10	10	10	10	11	11	11	11	11	11	11	11
Equifax:																								
TransUnion:																								OK OK

Experian

Equifax

TransUnion

Account Name:
Account Number:
Account Type:
Account Status:
Monthly Payment:
Date Opened:
Balance: